

Amendment 146

Contract No. 229944

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 146 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 27th day of June, 2011, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of Vix-ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor to perform the work necessary install and commission Pierce Transit (PT) software on four (4) Sound Transit (ST) buses. For administrative efficiency, this Amendment includes the Exhibit 9 Price Schedule Section IV-A costs to commission four buses. This work is performed per Change Request 002617 *Install-Commission PT Software on ST Buses (1) v 2*.
- C. The Parties agree that the Work necessary to perform the work will be compensated as follows.

Agreement

Section 1.0 Description of Work

1.1 The Contractor will perform the work to install and commission Pierce Transit (PT) software on four (4) Sound Transit (ST) buses. The Contractor will:

- (a) Update model IDs.
- (b) Delete King County Metro software from the devices and load PT software.
- (c) Perform commissioning tests.
- (d) Update system documentation to include SEA TBD CDRL 24 Commissioning and Installation Test Results – CR-002617

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 2.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

Amendment No. 146

To perform the work for Sound Transit to install and commission PT software on 4 ST buses.	
• Commission 4 buses @ \$80 per bus	\$320
• Other Work	\$1037
TOTAL	\$1357

Section 3.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment One Hundred and Forty-six shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

ERG Transit Systems (USA) Inc.

By: _____

Its: _____

Date: _____

The Agencies

By: _____

Their: _____

On behalf of the Agencies

Date: _____

Candace Carlson
Operations Manager
June 27, 2011

Signed by ERG Transit Systems (USA) Inc by its attorney-in-fact Elaine Augur pursuant to Power of Attorney dated 18 June 2010:

Elaine Augur
Elaine Augur

23-Jun-11
Date

In the presence of:

[Signature]
Witness Signature

23-Jun-11
Date

Witness name: *PATRICIA HAZARD*